

NON-TERMINAL AGENCY USER AGREEMENT

In accordance with 240 IAC 5-2-9, all non-terminal agencies and users of the IDACS system shall be required to negotiate a user agreement with the IDACS terminal agency that services them in substantially the following form:

This agreement made and entered into this ____ day of _____ 20____, by and between _____, hereinafter referred to as the terminal agency, and _____, a criminal justice agency or agency approved by the IDACS Committee, hereinafter referred to as the non-terminal agency.

PURPOSE OF AGREEMENT

This agreement provides for the IDACS terminal agency to serve as the agency responsible for the exchange of statewide criminal offender record information and other criminal justice and law enforcement information between IDACS and the non-terminal agency. In addition, it provides for the terminal agency to serve as the agency to facilitate the interchange of wanted file/computerized criminal history record information between NCIC and the non-terminal agency and message switching functions between NLETS and the non-terminal agency, via the IDACS network.

CANCELLATION

Either party may with cause, and approval of the IDACS Committee, upon thirty (30) days notice in writing, cancel this agreement. Serious violations of this agreement may result in immediate suspension of IDACS service. Upon cancellation, the non-terminal agency is no longer entitled to access the system until another such agreement is negotiated with another IDACS terminal agency.

INFORMATION SERVICES

The IDACS terminal agency agrees to furnish the non-terminal agency such criminal offender record information and other criminal justice and law enforcement information as is available in the IDACS files.

The IDACS terminal agency further agrees to furnish such criminal history information as is available through the NCIC III (interstate identification index) program and from other states files to the non-terminal agency if it qualifies and desires to participate in the program, and fully meets the specific security rules pertaining to those files.

The IDACS terminal agency shall also provide message switching service between the non-terminal agency and all other user agencies within the information system and as is available from NLETS.

QUALITY ASSURANCE

Non-terminal agency agrees to abide by accepted quality assurance methods. This includes compliance with validation procedures as specified in the Indiana Administrative Code, NCIC serious error procedures, and IDACS quality control procedures.

Non-terminal agency further agrees to establish local procedures whereby updates to the wanted files are reviewed for accuracy by comparing the update with supporting documentation. This comparison shall be made by a person other than the investigating officer who ordered it.

HIT CONFIRMATION

Non-terminal agency agrees to ensure that hit confirmation is available twenty-four (24) hours a day on records entered into the wanted files. This includes being able to provide a substantive response to an inquiry within ten (10) minutes.

SYSTEM DISCIPLINE

Non-terminal agency agrees to limit access to information furnished by IDACS/NCIC/NLETS to its authorized employees and other criminal justice/law enforcement agencies who have entered into agreements with NCIC, a state control terminal, or user agency itself to protect the security and privacy of this information. Non-terminal agency shall not provide information to unauthorized agencies, but shall refer such agencies to the IDACS committee. Authorized non-criminal justice agencies requesting limited criminal history data as provided by Indiana Code shall be instructed to contact the state central repository directly in order to obtain the information.

Non-terminal agency agrees to comply with federal and state law, rules, procedures, and policies, formally adopted by the IDACS committee in regard to criminal history information furnished through the NCIC III program. Non-terminal agency further agrees to comply with the rules, procedures, and policies approved by NCIC/NLETS as set out in the Indiana Administrative Code.

In accordance with Indiana Code, the IDACS committee reserves the right to immediately suspend furnishing any information provided for in this agreement to the non-terminal agency when any rule, policy, or procedure adopted by the IDACS committee or approved by NCIC/NLETS has been violated by the non-terminal agency. Suspension may also be imposed for violation of any law of this state or the federal government applicable to the security and privacy of information. The

IDACS committee may reinstate the non-terminal agency upon receipt of satisfactory assurances that such violation did not occur or was corrected. Non-terminal agency agrees and acknowledges that its computer system use and configuration will be continuously monitored by the IDACS committee.

The non-terminal agency and IDACS terminal agency also recognize that it is the IDACS terminal agency's responsibility to notify the IDACS Committee of any known or suspected violations of this agreement.

Non-terminal agency agrees to indemnify and save harmless the IDACS terminal agency, IDACS and its officials and employees and the Indiana state police department from and against any and all claims, demands, actions, suits, and proceedings by others, against all liability for damages by reason of, or arising out of, any false arrest or imprisonment, or any cause of action whatsoever, or against any loss, cost, expense, and damage, resulting therefrom, arising out of, or involving any negligence on the part of user agency in the exercise or enjoyment of this agreement.

SYSTEM SECURITY

All agencies having access to IDACS either directly or indirectly shall comply with the provisions of this agreement, Indiana Administrative Code, IDACS/ NCIC/NLETS rules as they apply to criminal history information (computerized or manual), and wanted file information, bureau of motor vehicles information, and general message switching and signify their agreement to do so by the execution of this document.

Signatures shall include at least the terminal agency head and non-terminal agency head.

Non-terminal Agency Representative

Title

Non-terminal Agency Representative

Title

IDACS Terminal Agency Representative

Title

IDACS Terminal Agency Representative

Title